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JONECA COMPANY, LLC and

THE JONECA CORPORATION

**UNITED STATES DISTRICT COURT****CENTRAL DISTRICT OF CALIFORNIA**INSINKERATOR LLC, a Delaware  
limited liability company,

Plaintiff,

vs.

JONECA COMPANY LLC, a Delaware  
limited liability company, and THE  
JONECA CORPORATION, a  
California corporation,

Defendants.

JONECA COMPANY LLC, a Delaware  
limited liability company,

Counter-Claimant,

vs.

INSINKERATOR LLC, a Delaware  
limited liability company,

Counter-Defendant.

Case No.: 8:24-cv-02600-JVS-ADS

Action Filed: November 27, 2024

**DEFENDANTS JONECA COMPANY,  
LLC AND THE JONECA  
CORPORATION'S SUPPLEMENTAL  
COMPLIANCE REPORT**

Judge: Honorable James V. Selna

Pursuant to the Court’s Order Regarding Motions to Enforce Preliminary Injunction and Increase Preliminary Injunction Bond (“Order”), Defendants Joneca Company, LLC and The Joneca Corporation (together “Joneca”) provide this report regarding Joneca’s “efforts to address the areas noted where they are out of compliance with the preliminary injunction.” ECF No. 181 at 10. Specifically, this report details Joneca’s efforts to affix the disclaimer on in-store placards for Joneca-made products sold at The Home Depot. *See id.* at 8–9.<sup>1</sup> Joneca is working diligently to comply with the Order, as specifically detailed as follows:

- As the Court is aware, The Home Depot maintains total control over the design and implementation of its signage. *See* Declaration of Jonathan Chavez In Support Of Defendants’ Opposition to Plaintiff’s Motion to Enforce Preliminary Injunction, ECF No. 155-1, at ¶ 35; *see also* Order at 9 (“[T]hese signs are created by the retailers themselves....”); 10/20/2025 Hearing Tr. at 4:25–5:1 (THE COURT: “Who controls the in-store signage?” MR. MELSHEIMER: “The retailers do, Your Honor....”). Indeed, as the Court correctly intuited, Joneca is not “free to go into” The Home Depot “and just slap something on” their signage. 10/20/2025 Hearing Tr. at 5:5–7. Joneca instead must receive permission from The Home Depot and work within its corporate approvals processes to implement any modifications to The Home Depot’s signage. As such, following the issuance of the Order, Joneca informed The Home Depot’s Merchant of the Order’s relevant provisions, including the importance and time-sensitivity of the Court’s direction to Joneca. Joneca also sent The Home Depot a copy of the Order.

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<sup>1</sup> Joneca understands that the issue regarding labeling of signage, as opposed to “price placards,” is limited to signage at The Home Depot and, in particular the “physical display touting horsepower underneath a sample unit,” as shown in Melsheimer Reply Decl., Ex. A, ECF No. 161-11, at 4. Order at 8 n.2. Separately, Joneca has filed the Supplemental Declaration of Jonathan Chavez In Support of Defendants’ Opposition to Plaintiff’s Motion to Enforce Preliminary Injunction, ECF No. 189, that addresses the issue of online placement of the Court-ordered disclaimer pursuant to the Court’s directive at the October 20, 2025 hearing.

- 1 • The Home Depot's Merchant instructed Joneca to coordinate with The Home  
2 Depot's Program Manager on solutions for implementing the disclaimer to The  
3 Home Depot's in-store signage.
- 4 • Joneca promptly reached out to The Home Depot's Program Manager, during  
5 which Joneca again described the relevant provisions of the Order and  
6 emphasized the importance of prompt action to bring the signage into  
7 compliance.
- 8 • Following Joneca's conversation with The Home Depot Program Manager,  
9 The Home Depot informed Joneca that it will modify the relevant signage to  
10 include the disclaimer by using its own third-party display-setting vendor to  
11 install the new signage with Joneca's collaboration and at Joneca's expense.
- 12 • In short, The Home Depot has a third-party vendor already under contract to  
13 install all of The Home Depot's point-of-purchase information, including  
14 signage, product and standup displays, and overhead banners. Use of this  
15 vendor likely would provide the most seamless, efficient, and comprehensive  
16 means of relabeling the affected signage at over 2,000 The Home Depot  
17 locations nationwide.
- 18 • Joneca understands that, based on logistical realities – including the vendor's  
19 availability, which typically books up two months in advance, the available  
20 hours The Home Depot allots to installation activities with the vendor, the  
21 necessary approvals by The Home Depot for redesigned artwork with the  
22 disclaimer, and the lead time necessary for registration and signage campaign  
23 setup – the most realistic earliest date for the vendor's installation campaign  
24 would be early February 2026.
- 25 • Joneca has requested that The Home Depot reserve its vendor's services for  
26 the earliest possible window in February 2026. The Home Depot is currently  
27 evaluating Joneca's request.  
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1 Joneca is taking all available steps within its control to implement the Court's  
2 Order as quickly and diligently as possible. Joneca will continue to actively  
3 coordinate with The Home Depot and stands ready to assist The Home Depot, as  
4 quickly as possible and at its own cost.

5  
6 Respectfully submitted,  
7 Dated: November 21, 2025 HOGAN LOVELLS US LLP

8  
9 /s/ Trenton H. Norris

10 Trenton H. Norris

11 *Attorney for Defendants*  
12 *and Counter-Claimant*  
13 JONECA COMPANY, LLC and  
14 THE JONECA CORPORATION  
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**CERTIFICATE OF COMPLIANCE**

The undersigned, counsel of record for Defendants and Counter-Claimant Joneca Company, LLC and The Joneca Corporation certifies that this brief contains 667 words, which complies with the word limit of L.R. 11-6.1.

Dated: November 21, 2025

/s/ Trenton H. Norris

Trenton H. Norris